

BILL NO. R-79-10-24

*Resolution to R-68-79*

A RESOLUTION ratifying an Agreement between the City of Fort Wayne (City) and the Fort Wayne Community Schools (FWCS) to provide fire protection for schools within the school district but outside the corporate limits of the City of Fort Wayne

WHEREAS, FWCS owns, operates and maintains certain schools and school buildings located near but outside the corporate limits of the City, described as follows:

1. Arlington	8118 St. Joe Center Rd.
2. Blackhawk Jr. High	7200 E. State Blvd.
3. Croninger	6700 Trier Road
4. Harris	4501 Thorngate Drive
5. Jefferson Jr. High	5303 Wheelock Road
6. Pleasant Center	2323 Pleasant Center Rd.
7. St. Joseph Central	6341 St. Joe Center Rd.
8. Shambaugh	5302 Rebecca Drive
9. Washington Center	1936 W. Wallen Road
10. Wayne High	9100 Winchester Road

WHEREAS, FWCS desires to be assured that fire protection by City is available at the said above-described locations and that the City present to schools included above the City's Fire Safety Programs, and

WHEREAS, in the summer of 1978, the FWCS closed the Hanna School which is located on South Lafayette Street due to obsolescence, and

WHEREAS, at that time, the FWCS determined that said facility was no longer useful for school or school-related purposes, and

WHEREAS, since the closing of said school, the FWCS has been unsuccessful in locating a purchaser interested in acquiring said facility, and

WHEREAS, other civic organizations have indicated an interest in having the City acquire said facility, and

WHEREAS, the regulations of the State of Indiana specifically permit local governmental units such as the City and FWCS to make the most efficient use of their powers by enabling them to enter into agreements with each other on the basis of mutual advantage

1 and thereby provide services and facilities which will accord  
2 best with factors which influence the needs and development of  
3 the community, and

4 WHEREAS, FWCS is interested in entering into an agreement  
5 with the City for fire protection at certain of its facilities,  
6 and

7 WHEREAS, the City is interested in acquiring the Hanna  
8 School site for its broad purposes.

9 NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the  
10 City of Fort Wayne that the said Common Council hereby accepts  
11 and ratifies the agreement between the City of Fort Wayne and the  
12 FWCS whereby the City will provide fire protection for the said  
13 school district to the above listed schools lying outside the  
14 corporate limits of Fort Wayne in exchange for the conveyance of  
15 the Hanna School to the City and the sum of Three Thousand Dollars  
16 (\$3,000) per year for the first five (5) years of the Agreement  
17 and for the second five (5) years of the agreement, Thirteen  
18 Hundred Dollars (\$1,300) per year per school listed above still  
19 lying outside the corporate limits of the City of Fort Wayne.

20  
21 CITY OF FORT WAYNE  
COMMON COUNCIL

22 Vivian A. Schmidt  
23 Councilperson

24  
25 Approved as to  
26 form and legality

27   
28  
29  
30  
31  
32

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_

\_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: \_\_\_\_\_

CITY CLERK

Read the third time in full and on motion by V. Schmidt,

seconded by Tingis, and duly adopted, placed on its passage.

PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	9				
BURNS	✓				
HINGA	✓				
HUNTER	✓				
HOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 10-23-79

Charles W. Westerman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. B-68-79 on the 23rd day of October, 1979.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

Winifred C. Wingo Jr.

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 29th day of October, 1979

at the hour of 9 o'clock 9 M., E.S.T.

Robert E. Amberg

MAYOR

## A G R E E M E N T

THIS AGREEMENT is entered into in duplicate this 30<sup>th</sup> day of August, 1979, by and between the CITY OF FORT WAYNE, Indiana, hereinafter referred to as "City" and the FORT WAYNE COMMUNITY SCHOOLS, hereinafter referred to as "FWCS".

WHEREAS, FWCS owns, operates and maintains certain schools and school buildings located near but outside the corporate limits of the City, described as follows:

- |                       |                          |
|-----------------------|--------------------------|
| 1. Arlington          | 8118 St. Joe Center Rd.  |
| 2. Blackhawk Jr. High | 7200 E. State Blvd.      |
| 3. Croninger          | 6700 Trier Rd.           |
| 4. Harris             | 4501 Thorngate Dr.       |
| 5. Jefferson Jr. High | 5303 Wheelock Rd.        |
| 6. Pleasant Center    | 2323 Pleasant Center Rd. |
| 7. St. Joseph Central | 6341 St. Joe Center Rd.  |
| 8. Shambaugh          | 5302 Rebecca Dr.         |
| 9. Washington Center  | 1936 W. Wallen Rd.       |
| 10. Wayne High        | 9100 Winchester Rd.      |

WHEREAS, FWCS desires to be assured that fire protection by City is available at the said above-described locations and that the City present to schools included above the City's Fire Safety Programs, and

WHEREAS, in the summer of 1978 the FWCS closed the Hanna School which is located on South Lafayette Street due to obsolescence, and

WHEREAS, at that time the FWCS determined that said facility was no longer useful for school or school-related purposes, and

WHEREAS, since the closing of said school, the FWCS has been unsuccessful in locating a purchaser interested in acquiring said facility, and

WHEREAS, other civic organizations have indicated an interest in having the City acquire said facility, and

WHEREAS, the regulations of the State of Indiana specifically permit local governmental units such as the City and FWCS to make the most efficient use of their powers by enabling them to enter into agreements with each other on the basis of mutual advantage and thereby provide services and facilities which will accord best with factors which influence the needs and development of the community, and

WHEREAS, FWCS is interested in entering into an agreement with the City for fire protection at certain of its facilities, and

WHEREAS, the City is interested in acquiring the Hanna School site for its broad purposes.

NOW, THEREFORE, the parties agree as follows:

1. From August 31st, 1979, until August 30th, 1989, upon the receipt of City's Fire Department of a notification or signal that there is a fire on the premises of the above-described schools, City shall cause the proper fire fighting station or stations to send such fire fighting equipment, material, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of City.
2. City shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect the school buildings, equipment, and facilities at each of the said locations periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and the operations on the premises and to enforce the City Fire Prevention Code so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.
3. City shall also cause its Fire Prevention Bureau to conduct the same School Fire Safety Program for those schools named herein as the program is conducted for schools located within the corporate limits of City.
4. City shall also provide total fire service to an additional six FWCS facilities at no special charge since they are presently included in an annexation ordinance or could easily be included in one. City will cooperate with FWCS in seeing that such annexation efforts are programmed on a reasonable time-line. Facilities include the following:

1. Anthony Wayne	5601 Covington Rd.
2. Elmhurst High	3829 Sandpoint Rd.
3. Holland	7000 Red Haw Dr.
4. Lane Jr. High	4900 Vance Ave.

5. Lincoln 1001 E. Cook Rd.
6. Shawnee Jr. High 1000 E. Cook Rd.

5. During the first five years of this agreement, FWCS will pay to the City the sum of Thirteen Thousand Dollars (\$13,000.00) per year for fire protection and other services provided herein for all schools outside the corporate city limits with the exception of those schools listed in paragraph 4 of this agreement. However, in consideration of the conveyance by FWCS to the City of the Hanna School site, as outlined herein, the FWCS will receive a credit of Fifty Thousand Dollars (\$50,000.00) toward the payment referred to above, leaving a balance payable to the City of Three Thousand Dollars (\$3,000.00) per year for the first five years of this agreement, which sum may be paid annually or in a lump sum at the option of the FWCS.

6. During the second five years of this agreement, the FWCS will pay to the City the sum of Thirteen Hundred Dollars (\$1300.00) per school per year, for fire protection and other services provided herein, for all schools outside the corporate city limits with the exception of those schools listed in paragraph 4 of this agreement. Said sums shall be payable on the 1st day of August, 1984, and each year thereafter on the same date during the second five years of this agreement.

7. FWCS will convey to the City the Hanna School site which is located at 2000 South Lafayette Street, together with all improvements located thereon with the understanding that the City will assume all expenses involved in the conveyance such as abstract and survey fees, excluding the cost of the preparation of the closing documents.

8. FWCS will give the City possession of the school at time of closing and possession of the mobile classroom on or before November 1, 1979.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

Approved by Board  
of School Trustees  
July 23, 1979

FORT WAYNE COMMUNITY SCHOOLS

  
William C. Lee, Vice-President

  
Sharon S. Michael, Secretary

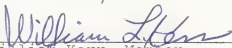
CITY OF FORT WAYNE, INDIANA

  
Robert E. Armstrong, its Mayor

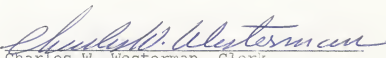
BOARD OF COMMISSIONERS  
DEPARTMENT OF PUBLIC SAFETY

  
Terry Coonan, Chairman

  
Solon Jennings, Member

  
William Kerr, Member

I hereby certify that the foregoing Agreement was ratified and  
approved by the Common Council of the City of Fort Wayne, Indiana,  
on 10-23, 1979.

  
Charles W. Westerman, Clerk